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AGREEMENT

1988 - 1991

HENRY HUDSON REGIONAL SCHOOL DISTRICT
BOARD OF EDUCATION

and

HENRY HUDSON REGIONAL SCHOOL DISTRICT
CAFETERIA WORKERS

x July 1, 1988 - June 30, 1991

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ARTICLE I**RECOGNITION**

A. The Board agrees to and does hereby recognize the Henry Hudson Regional School District Education Association as the exclusive and sole bargaining agent for the cafeteria workers employed by the Board of Education.

B. Unless otherwise indicated, the term employee shall apply to all persons defined in Article I, Section A above, and all references to male workers shall include female workers.

ARTICLE II
GRIEVANCE PROCEDURE

A. Definitions

A grievance is a claim by an employee or the Association based upon the interpretation, application, or violation of the Agreement, policies or administrative decisions and practices affecting an employee or a group of employees.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is consistent with the terms of this Agreement.

C. Procedure for Individual Grievances

1. Any individual member of the non-professional staff shall have the right to appeal the application of policies and administrative decisions affecting him through recognized administrative channels.

2. In presenting his grievances, the member of the staff shall be assured freedom from prejudicial action in presenting his appeal.

3. He shall have the right to present his own appeal or to designate a representative of the local education association or other person of his own choosing to appear with him at any step of his appeal. Both the aggrieved person and his representative will be permitted to state their views.

4. Any non-professional employee who has a grievance shall appeal it orally to his immediate superior and if necessary, continue the appeal to the next person in line until reaching the Business Administrator.

5. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

6. If, as a result of the discussion with the Business Administrator, the matter is not resolved to the satisfaction of the employee, he shall then, within five (5) school days, set forth his grievance in writing to the Business Administrator specifying

- a. the nature of the grievance
- b. the results of previous discussions
- c. his dissatisfaction with decisions previously rendered.

The Business Administrator shall, following a meeting with the employee, communicate his decision to the employee in writing within ten (10) school days of receipt of the written grievance.

7. If the grievance is not resolved to the employee's satisfaction, he, no later than three (3) school days after receipt of the Business Administrator's decision may request a review by the Board. The Board, or a committee thereof, shall render a decision in writing within twenty (20) school days of receipt of the grievance by the Board.

8. Should the Association be dissatisfied with the decision on the grievance rendered by the Board, it may by a written dated notice to the Board not later than ten (10) school days following the rendering of the Board's decision, refer the grievance to binding arbitration.

9. Within ten (10) school days following the reference to arbitration, either party shall have the right to apply to the American Arbitration Association to appoint the arbitrator. Upon such application, the appointment of the arbitrator shall be governed by the rules established by the American Arbitration Association.

10. The arbitrator shall issue his decision not later than thirty (30) days from the date of the closing of the hearings, or, if oral hearings have been waived, then from the date of the transmitting of the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions.

- a. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law;
- b. Limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.

11. The arbitrator's fee will be shared equally by the parties to the dispute.

12. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject, however, to the decisions of the arbitrator.

13. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants until final disposition of the grievance.

ARTICLE III

INDIVIDUAL AND GROUP PROTECTION

Except as specifically provided in this Agreement, nothing shall impair or limit the rights and interests of the parties as established by appropriate legislation and regulations, resolutions and policies derived from such legislation. During the life of this Agreement, no terms or conditions of employment will be altered except in conformity with this Agreement and pertinent legislation. Except as expressly limited by this Agreement, the Board shall retain authority over policy, direction of employees and operations of the school district in accordance with applicable laws and regulations. No employee covered by this Agreement shall be subject to dismissal or discipline except for just cause in accordance with the procedures provided by this Agreement and pertinent statutes.

ARTICLE IV**SICK LEAVE**

All employees shall be entitled to one day sick leave per month employed. All unused sick leave may be accumulated.

ARTICLE V**PERSONAL DAYS**

Up to two (2) days annual leave of absence for personal reasons which require absence during school hours. No statement of reason shall be required for the request but notification to the Business Administrator shall be given at least two (2) days before taking such a leave. In case of emergencies, the Business Administrator shall have the discretion to waive the two-day notification requirement. Leave may be granted within two (2) days before or after a scheduled holiday at the discretion of the Business Administrator. At the end of each school year unused personal leave will be transferred to cumulative sick leave.

ARTICLE VI**WORK DAY/YEAR**

- A. Employment shall be on an hourly basis. Time and a half will be paid for work in excess of a forty (40) hour week.
- B. No employee will be required to answer phones or accept deliveries after 2:30 p.m.
- C. The work year shall consist of two (2) days prior to the opening of school and two (2) days after the closing.
- D. All regular employees will receive two paid holidays per year.
- E. In the case of the absence of an employee, a substitute list will be developed and used.
- F. In the case of absence of the food services director, the person assigned to take over the food services director's duties will be paid an additional fifty cents (50 cents) per hour.

ARTICLE VII

INSURANCE PROTECTION

A. At the beginning of the 1982-83 school year, the Board, after consultation and agreement with the Association regarding appropriate insurance carriers, shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each full-time employee.

1. For each employee who remains in the employ of the Board for the full school year, and is contractually obligated to return the following school year, the Board shall make payments of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. For employees not returning the following year, payments for premiums shall terminate on the expiration of their contract.

2. A health-care insurance program shall be contracted with the New Jersey Public and School Employees' Health Benefits Program.

B. The Board shall enter into an agreement with a mutually agreeable company to provide members of the unit and their dependents with dental insurance protection. The Board agrees to contribute to such plan, from the date it becomes effective, a maximum of \$34.98 in 1986-87 monthly, and a maximum to be set at the established rate in 1987-88 monthly for each member of the unit and his dependents. Coverage for each member of the unit and his dependents shall commence only after the individual member makes application for said coverage and executes the necessary enrollment card.

C. The Board shall enter into an agreement with a mutually agreeable company to provide members of the unit and their dependents with prescription coverage with a \$2 copayment. The Board agrees to contribute to such plan, from the date it becomes effective, a maximum of \$27.35 in 1986-87 monthly, and a maximum to be set at the established rate in 1987-88 monthly for each member of the unit. Coverage for each member of the unit and his dependents shall commence only after the individual member makes application for said coverage and executes the necessary enrollment card. The administration of the aforementioned plans shall be controlled by the agreed-upon companies in accordance with their rules and regulations.

D. If costs exceed the stated limits, the Association will be consulted prior to any change in coverage.

ARTICLE VIII**PROMOTIONS AND VACANCIES**

1. The Business Administrator shall make known in writing to the Association a list of all vacancies and promotions which occur in the district and seniority will be a consideration in transfers and promotion.
2. The Association will be consulted for any new positions occurring during the school year without involving the signed contract.

ARTICLE IX**UNIFORMS**

Uniform allowance of \$120 for 1988-89, \$130 for 1989-90, and \$140 for 1990-91 will be provided. If not used by January first, allowance will be forfeited.

Employees will have freedom of choice in their selection of color. All uniforms will be the same.

ARTICLE X**CONFERENCE WITH CAFETERIA SUPERVISOR**

Should the Supervisor find it necessary to have a conference with any member of the unit, and following said conference he determines that a written reprimand should be forwarded to the member, or a written recommendation to the Business Administrator should be made, and the recommendation concerns any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increment pertaining thereto, then and in that event, before said written reprimand is forwarded or the recommendation is made, the member shall be notified and given an opportunity for an informal appearance before the Business Administrator. At any such appearance, the member shall be entitled to have a representative of the local Association of the New Jersey Education Association present.

ARTICLE XI

DURATION OF AGREEMENT

A. This Agreement shall be effective with the exception of the salary guides as of July 1, 1988 and shall continue in effect until June 30, 1991. The salary guide 1988-89 shall be effective as of July 1, 1988 and shall continue in effect until June 30, 1989. The salary guide 1989-90 shall be effective as of July 1, 1989, and shall continue in effect until June 30, 1990. The salary guide 1990-91 shall be effective as of July 1, 1990, and shall continue in effect until June 30, 1991.

B. IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

HENRY HUDSON REGIONAL
EDUCATION ASSOCIATION, INC.

By 
President

By 
Secretary

HENRY HUDSON REGIONAL
BOARD OF EDUCATION

By 
President

By 
Secretary

SALARY GUIDE - CAFETERIA WORKERS

	1988-89	1989-90	1990-91
Step 1	4.10	4.15	4.20
2	4.55	4.60	4.65
3	5.00	5.05	5.10
4	5.45	5.50	5.55
5	5.90	5.95	6.00
6	6.14	6.40	6.45
7	6.38	6.64	6.90
8	6.62	6.88	7.14
9	6.85	7.12	7.38
10	7.09	7.35	7.62
11	7.33	7.59	7.85
12	8.35	7.83	8.09
13	8.58	8.85	8.33
14	8.98	9.08	9.35
15	9.38	9.48	9.58